

# OFFICIAL GAZETTE



## GOVERNMENT OF GOA, DAMAN AND DIU

### GOVERNMENT OF GOA, DAMAN AND DIU

#### Department of Personnel and Administrative Reforms

##### Order

No. 5-26-77-Div. I

Read: (i) Government order No. 5-25-77-SPL dated 2-3-1977.

(ii) Govt. order No. 5-25-77-Div. I dated 11-3-1977.

In continuation of Government orders referred to above, the Administrator of Goa, Daman and Diu with the approval of Govt. of India, Ministry of Works & Housing, is pleased to continue the appointment of Shri C. G. Dessai, as Chief Engineer, P. W. D., Goa, Daman and Diu for a further period of two years with effect from 5th August, 1978, on deputation basis on the existing terms and conditions.

By order and in the name of the Administrator of Goa, Daman and Diu.

V. J. Menezes, Under Secretary (Personnel).

Panaji, 13th February, 1979.

##### Notification

No. 5-3-74-Div. I (Vol. II)

In exercise of the powers conferred on him, in the Schedule (Part III Sr. No. XV(iii)) to the Central Civil Service (Classification, Control and Appeal) Rules, 1965, as approved by the Government of India, Cabinet Secretariat, Department of Personnel, New Delhi, the Administrator of Goa, Daman and Diu, under Rule 12(2) of Central Civil Service (Classification, Control and Appeal) Rules, 1965, specify Director of Agriculture as ad-hoc disciplinary authority in respect of Shri John Crasto, Driver attached to the Directorate of Fisheries, Panaji, since the Director of Fisheries though regular disciplinary authority cannot function so being a direct material witness to the cause of suspension and personally concerned with the matter.

By order and in the name of the Administrator of Goa, Daman and Diu.

V. J. Menezes, Under Secretary (Personnel).

Panaji, 13th February, 1979.

#### Secretariat Administration and Coordination Division

##### Order

No. PER-631-Div. III

Read: — No. SAD/PER/528 dated 29-12-1975 (Flag 'A').

The deputation period of Shri K. C. D. Gangwani, Law Secretary to the Government of Goa, Daman and Diu is hereby extended for a further period from 1-1-1979 to 15-4-1979 on the existing terms and conditions.

2. The services of Shri Gangwani are placed at the disposal of Government of India, Ministry of Law, Justice and Company Affairs (Department of Legal Affairs), New Delhi, with effect from 16-4-1979 (B. N.).

By order and in the name of the Administrator of Goa, Daman and Diu.

K. N. S. Nair, Under Secretary (S. A. & C.).

Panaji, 19th February, 1979.

##### Order

No. 1-1-70-Div. III

Read: Order No. 7-10-74-VIG dated 3-2-1979 from the Vigilance Division, Secretariat, Panaji.

Shri M. S. Chari, Joint Mamlatdar Salcete, Margao, is hereby appointed as Mamlatdar Salcete in addition to his own duties with effect from 5-2-1979 (A. N.) until further orders.

By order and in the name of the Administrator of Goa, Daman and Diu.

K. N. S. Nair, Under Secretary (S. A. & C.).

Panaji, 16th February, 1979.

#### Local Administration and Welfare Department

##### Office of the Registrar of Cooperative Societies

No. RCS/AR(I)/Satari/78-79

Read: 1) This office order No. RCS/AR(II)/Satari/77-78 dated 27-1-1978 placing the Good Livestock and Poultry Farming Coop. Society Ltd., Koparde Satari under liquidation and appointing Shri M. S. Pauskar, Extension Officer (Coop./V.P.) Satari as liquidator of the society.

2) Letter No. CDB/Coop/LQD/LP/78 dated 18-1-1979 from the liquidator of the society submitting therewith the final report in terms of section 109(2) of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu.

##### Order

In virtue of the powers vested in me under provisions of section 109(1) and 21 of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, I, S. V. Bhadri, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu, hereby terminate the liquidation proceedings and cancel the registration bearing No. PRD-(c)-102/Goa dated 2-10-1972 of Good Livestock and Poultry

Farming Coop. Society Ltd., Compardem Satari with effect from the date of issue of this order.

S. V. Bhadri, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu.

Panaji, 25th January, 1979.

No. PRD-(c)-43/Goa/LQD/79

- Read: 1) This office order No. PRD-(c)-43/Goa/LQD/74 dated 16-7-1974 placing the Kapila Sah. Dudh Vya. Sanstha Ltd., Verem Bardez under liquidation and appointing Shri Arun Salgaonkar as liquidator of the society.
- 2) This office order No. PRD-(c)-43/Goa/LQD/74 dated 24-12-1974 appointing Shri I. P. Shetye as liquidator of the society in place of Shri Arun Salgaonkar.
- 3) Letter dated 31-3-1978 from the liquidator of the society submitting therewith the final report in terms of section 109(2) of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu.

#### Order

In virtue of the powers vested in me under provisions of section 109(1) and 21 of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, I, S. V. Bhadri, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu, hereby terminate the liquidation proceedings and cancel the registration bearing No. PRD-(c)-43/Goa dated 24-11-1965 of Kapila Sahakari Dudh Vya. Sanstha Ltd., Verem Bardez with effect from the date of issue of this order and further direct the liquidator to send all the records of the society alongwith their list to this office immediately as required under Rule 89(2) of the Coop. Societies Rules, 1962.

S. V. Bhadri, Asstt. Registrar of Co-op. Societies, Goa, Daman and Diu.

Panaji, 25th January, 1979.

No. AMG-2/Goa/LQD/78-79

Read: This office order No. AMG/2/Goa/LQD/78 dated 19-1-78 extending the period of the liquidator of Tiswadi Taluka Vegetable and Fruit Sales Coop. Society Ltd., Tiswadi, upto 22-1-79.

#### Order

In virtue of the powers vested in me under Section 109 (1) of the Maharashtra Coop. Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu, I, V. G. Patil, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu, hereby extend the period of the liquidator of Tiswadi Taluka Vegetable and Fruit Sales Coop. Society Ltd., Tiswadi, from 23-1-79 to 22-1-80.

V. G. Patil, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu.

Panaji, 23rd January, 1979.

No. RES-(c)-162/Goa/LQD/78-79

Read: This office order No. RES-(c)-16/Goa/LQD/78 dated 19-1-1978 extending the period of liquidator of Taleigao V. K. S. S. Society Ltd., Taleigao-Tiswadi upto 20-1-1979.

#### Order

In virtue of powers vested in me under Section 109 (1) of the Maharashtra Cooperative Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu, I, V. G. Patil, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu,

hereby extend further the period of the liquidator of Taleigao V. K. S. S. Society Ltd, Taleigao from 21-1-1979 to 20-1-1980.

V. G. Patil, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu.

Panaji, 23rd January, 1979.

No. CON-34/Goa/LQD/78-79

Read: This office order No. CON-34/Goa/LQD/77 dated 12-12-1977 extending the period of the liquidator of Gosalia Betul Mines Consumer Coop. Society Ltd., Betul-Quepem upto 18-7-1978.

#### Order

In virtue of the powers vested in me under sub-section (1) of Section 109 of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, I, D. V. Sathe, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu hereby extend further the period of the liquidator of the Gosalia Betul Mines Consumers Coop. Society Ltd., Betul, Quepem with retrospective effect from 19-7-1978 to 18-7-1979.

D. V. Sathe, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu.

Panaji, 12th January, 1979.

No. CONS-59/Goa/LQD/1979

Read: — This Office interim order No. Cons-59/Goa/LQD/Notice/1978 dated 8-12-1978 calling upon the Vidyarthi Sah. Grahak Sanstha Ltd., Cumbarjua Tiswadi to submit its explanation if any as to why the society should not be wound up.

#### Order

In virtue of the powers vested in me under section 102(1)(c)(ii) of the Maharashtra Coop. Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu, read with Rule 84 of the Coop. Societies Rules, 1962 the above mentioned society was called upon to submit its explanation as to why the society be not taken into liquidation within one month from the date of issue of interim order cited above. However no reply has been received from the society as far and I am satisfied that there is no objection to the society being taken into liquidation. Hence, I, S. V. Bhadri, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu, hereby confirm the aforesaid order in terms of section 102(2) of the aforesaid Act, as applied to the Union Territory of Goa, Daman and Diu.

Further under section 103(1) of the Maharashtra Coop. Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu read with Rule 86(1) of the Coop. Societies Rules, 1962, I appoint Shri R. A. Phadte, Sr. Inspector Coop. Societies, Panaji as liquidator of Vidyarthi Sah. Grahak Sanstha Ltd., Cumbarjua, Tiswadi.

S. V. Bhadri, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu.

Panaji, 12th January, 1979.

No. GEN-(c)-10-Goa/LQD/1979

Read: — This Office order No. GEN-(c)-10/Goa/LQD/Notice/74 dated 15-10-1974 the society taken into liquidation and appointing Shri Thomas John, Extension Officer (Fisheries) Margao as liquidator of Fishermen's Coop. Society Ltd., Assolna-Salcete.

#### Order

In virtue of the powers vested in me under sub-section (1) of Section 109 of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, I, S. V. Bhadri, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu hereby extend the period of the liquidator of Fishermen's Coop. Society Ltd., Assolna-Salcete upto 14-1-1979.

Further in partial modification of this office order referred to above, Shri Suresh Prabhu, Extension Officer (Fish-

eries) Margao, is hereby appointed as liquidator of Fishermen's Coop. Society Ltd., Assolna-Salcete in place of Shri Thomas John.

S. V. Bhadri, Asstt. Registrar of Co-op. Societies, Goa, Daman and Diu.

Panaji, 9th January, 1979.

No. GEN-(c)-6/Goa/LQD/78

- Read: 1) This office order No. GEN-(c)-6/Goa/LQD/ /Notice-75-76 dated 8-1-1976 appointing Shri G. Ramesh, Extension Officer (Fisheries) Panaji as a liquidator of Bardez Fisheries Coop. Society Ltd., Verem-Bardez.
- 2) This office order No. GEN-(c)-6/Goa/LQD/ /1976 dated 15-5-1976 appointing Shri D. Dhakankar, Extension Officer (Fish) Mapusa-Bardez, as a liquidator of Bardez Fisheries Coop. Society Ltd., Verem-Bardez in place of Shri G. Ramesh.

#### Order

In virtue of the powers vested in me under Section 109(1) of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, I, S. V. Bhadri, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu hereby extend the period of the liquidator of Bardez Fisheries Coop. Society Ltd., Verem-Bardez from 8-1-1979 to 7-1-1980.

S. V. Bhadri, Asstt. Registrar of Coop. Societies (I) Goa, Daman and Diu.

Panaji, 29th December, 1978.

#### Notification

In exercise of the powers vested in me under section 9(1) of the Maharashtra Cooperative Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu, the Mandovi-Nagar Cooperative Housing Society Ltd., Panaji is registered under code symbol No. HSG-(a)-70/Goa.

V. G. Patil, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu.

Panaji, 24th January, 1979.

#### Notification

In exercise of the powers vested in me under section 9(1) of the Maharashtra Cooperative Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu, the Vijaya Cooperative Housing Society Ltd., Margao is registered under code symbol No. HSG-(a)-69-Goa.

V. G. Patil, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu.

Panaji, 15th January, 1979.

### Industries and Labour Department

#### Order

No. ILD/1388/79

The following Award given by the Industrial Tribunal, Goa, Daman and Diu on an industrial dispute between the management of M/s Gomantak Private Limited, Panaji, Goa and their workmen represented by the General Secretary, Newspaper and Press Employees Union Betim Bardez Goa is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

G. M. Sardessai, Under Secretary, Industries and Labour.

Panaji, 9th February, 1979.

Before Shri R. V. Kollali, Presiding Officer, Industrial Tribunal Cum Labour Court, Government of Goa, Daman and Diu, Panaji-Goa

Ref. No. IT/20/76

The workmen represented by The General Secretary, Newspaper & Press Employees Union, Betim, Bardez-Goa

— Complainant

V/s.

Mr. Ashok V. Chowgule, Director, M/s. Gomantak Private Limited, Panaji-Goa.

— Opp. Party

A complaint under section — 33-A of the Industrial Disputes Act was filed challenging the termination of the services of the seven complainants by a letter dated 5-8-76 written by the Opp. Party. The reason given in the letter was that a daily paper "Uzvad" was being converted into a weekly paper and hence the workload for the compositors would be very much reduced. As the termination was effected during the pendency of an industrial dispute at No. IT/10/75 and no approval or permission has been taken from the Tribunal, the complaint has been filed.

By way of objections, the opposite party stated that the provisions of section 25F(c) of the Industrial Disputes Act had been complied with and that the present complainants were not concerned workmen in No. IT/10/75 and hence the complaint had no justification.

By reply the complainants reiterated their case.

The case came up for evidence on as many as twelve dates and finally the complainants' representative withdrew the complaint. Hence the following award is passed.

#### AWARD

The complaint is rejected as it is not prosecuted. The proceedings are closed.

Date: 22-1-79.

(R. V. KOLLALI)

Presiding Officer.

#### Order

No. ILD/1386/79

The following Award given by the Industrial Tribunal Goa, Daman and Diu on an industrial dispute between the management of M/s. Tyresoles Goa Pvt. Ltd., Curti, Ponda, Goa, and their workman Shri Avertano Fernandes, Curti, Ponda, Goa, is hereby published as required under the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

G. M. Sardessai, Under Secretary, Industries and Labour.

Panaji, 9th February, 1979.

Before Shri R. V. Kollali, Presiding Officer, Industrial Tribunal Cum Labour Court, Government of Goa, Daman and Diu, Panaji-Goa

Ref. No. IT/45/78

Shri Avertano Fernandes, House No. B-67, A-2/2 Near the Church, Curti, Ponda.

... 1st party

V/s.

M/s. Tyresoles Goa Pvt. Ltd., Curti, Ponda (Goa).

... 2nd party

The Government of Goa, Daman and Diu referred the dispute concerning the termination of the 1st party workman for adjudication, setting out the following schedule:

#### SCHEDULE

"Whether the action of the management of M/s. Tyresoles Goa Pvt. Ltd., Curti, Ponda (Goa) in

terminating the services of Shri Avertano Fernandes, workman Grade II, w.e.f. 2-11-1976 is legal and justified?

If the answer be in the negative to what relief if any, is the aforementioned workman entitled to?"

By the claim statement the workman stated that his service was terminated with effect from 2-11-1976 and that the termination was illegal, materially irregular and violative of the principle of natural justice.

The 2nd party employer contended that the reference was bad in law, that the workman submitted an application on 30-8-1976 stating that he suffered from minor chest pain and under medical advice, he be given light work from 1-9-1976 to 30-10-1976 and hence the job of a watchman was given to him and he was asked to undergo a medical treatment and get a fitness certificate for resuming his normal duties which he did not comply with, that the workman has taken payment of Rs. 3,400/- in full and final settlement of gratuity and his leave wages and notice pay etc. and took also a service certificate and that the termination was a discharge simpliciter and not dismissal and that the termination was valid.

As the hearing of case, the workman's exam in chief and cross exam in part was recorded, and the further cross exam was adjourned for another date. Certain proposals were made to the parties and the case stood adjourned to 23-2-1979. Later on the parties appeared with a joint memo requesting for the case being taken up immediately as they had settled the dispute. The case was taken up and the parties filed a joint memo of settlement.

Under the settlement, the workman agreed to accept the termination of his service; the employee agreed to pay Rs. 2,750/- to the workman as ex gratia payment which was to be made on the very next day. It is a fair settlement and has been arrived at by the parties after prolonged discussions. The workman had the benefit of the services of his advocate. Hence it is accepted.

The following award is made.

#### AWARD

This award is made in terms of the memo of settlement which shall be annexed to this award and be read as part of it.

Dated: 22-1-1979. (R. V. Kollali)  
Place: Panaji. Presiding Officer.

Before Shri R. V. Kollali, Industrial Tribunal Goa Daman and Diu, At Panaji.

Ref. No. IT/45/78

Between

M/s. Tyresoles Goa Pvt. Ltd., Curti, Ponda-Goa, ... 2nd Party

And

Their workman Shri Avertano Fernandes ... 1st Party

MAY IT PLEASE YOUR HONOUR

The parties after prolonged discussions have come to a mutual settlement, the terms of which are as under:

1. The termination of service of Shri Avertano Fernandes, Grade II worker as contained in their letter dated 2-11-76 stands.
2. The management agrees to pay a sum of Rs. 2750/- (Rupees two thousand seven hundred fifty only) as ex-gratia payment.
3. The payment referred to in clause No. 2 above will be paid on 18-1-1979, by Demand Draft/Bearer cheque.

4. The workman states that he shall not have any claim of whatsoever nature against the company.

(G. S. Karkal)  
Attorney

(Avertano Fernandes)  
Workman

Tyresoles Goa Pvt. Ltd.,

(K. N. Rao)  
Management Representative

(Albano Viegas)  
Advocate

Place: Panaji

Dated: 18-1-1979.

#### Order

No. ILD/1387/79

The following Award given by the Industrial Tribunal Goa, Daman and Diu on an industrial dispute between Shri Clesfas B. C. Caeiro Truck Owner, Loliem, Palem, Canacona, Goa, and their workmen represented by the General Secretary, National Union of General Employees, Post Box No. 87, Vasco-da-Gama, Goa is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act 1947 (Central Act XIV of 1947).

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

G. M. Sardessai, Under Secretary, Industries and Labour.  
Panaji, 12th February, 1979.

Before Shri R. V. Kollali, Presiding Officer, Industrial Tribunal Cum Labour Court, Government of Goa, Daman and Diu, Panaji-Goa

The workman represented by The General Secretary, National Union of General Employees, Post Box No. 87, Vasco-da-Gama, Goa. ... 1st Party

V/s.

Shri Clesfas B. C. Caeiro, Truck Owner, Loliem, Palem, Canacona, Goa. ... 2nd Party

The Government of Goa, Daman and Diu referred this dispute with the following schedule for adjudication.

#### SCHEDULE

"Whether the action of the employer Shri Clesfas B. C. Caeiro, Truck Owner, Loliem-Palem, Canacona (Goa) in terminating the services of Shri Gonzac Rodrigues, Driver w. e. f. 2-3-1977 is legal and justified; If not, to what relief the workman is entitled to?"

Notices were sent to the 1st Party workman for filing his claim statement. On the fifth notice having been issued, a memo was filed informing this Tribunal that the 1st Party workman was not interested in pursuing the dispute and was withdrawing from it. The result is that there is no material before this Tribunal for coming to a conclusion that the termination of service of the 1st party workman was not legal and not justified. Hence, the following award is made.

#### AWARD

There is nothing urged against the termination of service of the 1st party workman and there is no material for holding that the said termination was not legal & not justified.

Panaji, 16th January, 1979. (R. V. Kollali)  
Presiding Officer.

#### Order

No. ILD/1335/79

The following Award given by the Industrial Tribunal, Goa, Daman and Diu on an industrial dispute between the management of M/s Zuari Agro Chemicals Ltd., Sancoale, Goa, and their workmen represented by the General Secretary, the Zuari Agro Chemicals Ltd. Employees Union, Sancoale, Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.  
Panaji, 2nd February, 1979.

Before Shri R. V. Kollali, Presiding Officer, Industrial Tribunal  
Cum Labour Court, Government of Goa, Daman  
and Diu, Panaji-Goa

Reference No. IT/37/74

The workmen represented by  
The General Secretary,  
The Zuari Agro Chemicals Ltd.  
Employees Union,  
Zuarinagar, Sancoale, Goa.

1st Party

V/s.

The management of  
M/s. Zuari Agro Chemicals Ltd.,  
Sancoale, Goa.

2nd Party

The Government of Goa, Daman and Diu referred the dispute between the above parties for adjudication. The order of reference has the following schedule:

#### SCHEDULE

"Whether the action of the management of M/s. Zuari Agro Chemicals Ltd., Sancoale (Goa) in refusing to grant special allowance to all their workmen on the same basis as special allowance is paid to some of their workmen, master technicians and other workmen, is justified?

If not, what relief the workmen are entitled and from what date such relief, if any, should be granted in view of the existing statement dated 30-4-1974 on the wage scales?"

The first party Union, herein-after referred to as the Union, by its claim statement explained the circumstances connected with the 2nd party concern as follows: The company came into existence in 1968 and went into production in 1973, having an employee-strength of about 600; by a letter of 11-9-1973 certain demands including the one for revision of wage scales and special allowance were raised and a settlement was reached on 12-12-73 leaving open the question of revision of wage scales and special allowance; by letter dated 31-1-1974, the demand left open was again reiterated and as far the revision of wage scales was concerned, an understanding was arrived at whereby an expert, nominated by the Commissioner for Labour, assisted by a representative each of the two sides was to go into that question and make a report which was to be binding on both sides; the report was made duly; in laying down the revised wage scales, the element of the special allowance which was being paid only to 83 employees was not taken into consideration; hence the present demand which has been referred for adjudication. The special allowance varying between Rs. 32/- to Rs. 350/- per month is being paid only to 83 employees without any intelligible classification and capriciously and arbitrarily and with no basic uniformity; different reasons and different grounds are set out in the appointment letters issued to the 83 employees who are in receipt of the special allowance; these grounds be scrutinised; the special allowance is paid in addition to the salary and D.A. available to them under the revised scales; hence payment of this allowance only to the 83 employees is discriminatory and deserves to be condemned; all the employees are entitled to get the special allowance with retrospective effect and that therefore the demand formulated by the Union be awarded.

Later the Union furnished names of the workmen in receipt of special allowance on a category wise basis and the break up thereof would be as follows:—

Master technicians 12 with spl. allowance & 30 without;  
Senior technicians 11 with spl. allowance & 125 without;  
Foremen & chemist 7 with spl. allowance & about 30 without;  
Craftsmen 6 with spl. allowance & about 20 without;  
Cook 1 with spl. allowance & 2 without.

The 2nd party, herein-after referred to as the company, submitted the following contentions:

The Company which is engaged in the manufacture and sale of fertilizers was incorporated on 12-5-1967 and the construction of the factory began on 10-4-1970 and the pro-

duction of the urea commenced on 26-5-1973; at present there were 281 employees in various categories in the administrative office and the factory as shown in annexure B; as the construction of the various plants was nearing completion, the need for mobilising an adequate number of right type of personnel to man the plant in the initial period was visualised and as such personnel were not readily available in the territory of Goa, Daman and Diu, the company had to put in special effort to secure such personnel; it was also thought that such personnel should be associated with the work even at the construction stage as the construction contractors had undertaken the work of training the local employees in the operation and maintenance of the plant after acceptance thereof; while the policy of the company was to give maximum employment to the persons from the said territory, only few persons with the requisite qualifications, experience, expertise and knowledge for manning the plant were locally available; in this background, the company had to recruit a minimum number of persons from other fertiliser plants with a view to man the plant with a nucleus of staff, possessing the qualification, experience etc., so that they could impart training to the raw entrants; in these circumstances, the persons having experience, qualification etc. could not be treated on a par with the new local entrants and hence special conditions of employment were prescribed so as to attract the requisite type of personnel without disturbing the general conditions of employment for the entire staff; the requisite type had to be drawn from concerns which were already established and a personal incentive on individual basis for compensating the differences between the emoluments offered by this company and those they were getting elsewhere including bonus was adopted; the engagement of such personnel was essential for running the plant even on a moderate level and for training the new entrants, most of whom as a matter of fact had to undergo intensive training programme for 18 months on completion of which they were confirmed in the service of the company; there was no discrimination between the scales of pay for respective jobs at any time; as a matter of policy, there was no discrimination between the local employees and those coming from outside the territory; what has been done was to attract and mobilise a minimum required number of qualified, trained, experienced and expert personnel without breaking up the general pattern of wages and other conditions and for this purpose only, a special allowance as an additional condition of employment was included in the various letters of appointment after mutual discussion with each one of these employees; the bulk of the Technicians etc. are in a position to do their jobs in the plant due to intensive training given to them for 18 months by the Company at its cost and the employees who were thus trained have been listed in annexure C; most of these trainees were confirmed in their respective grades between December, 1972 and April, 1973; the Union presented charters of demands on 4-10-1973 and 8-10-1973 and a settlement was signed before the Conciliation Officer on 12-11-1973 excluding demand Nos. 15, 16 and 20 which were agreed to be taken over separately; the Union again made a demand on 31-1-1974 for revision of wage scales, change in pattern of D.A. and for payment of special allowance and these were amended by a further letter of 5-2-1974. In conciliation, two of the demands were settled and there was no settlement on the demand for special allowance and a failure report was made by the Conciliation Officer; the Government made this reference which is bad in law, by reason of non application of mind or a cautious and improper application of mind; the two settlements of 12-11-73 and 30-4-74 were intended to regularise the scales of pay and other allowances and to put a finality to the demand in respect of the total pay and the reference covering, as it does, the demand for special allowance and its merger in the basic salary thus affects the sanctity of the two settlements; revised pay scales in terms of the settlement of 30-4-74 have been given effect to; the special allowance is not a permanent feature in respect of the 32 persons but is to be paid till the introduction of a bonus scheme or production incentive bonus or profit sharing as the case may be; the special allowance was fixed on the basis of mutual agreement with each one of the 32 employees; the special allowance was thus offered to those individuals to compensate them for the losses they would suffer in joining a new venture that was being set up; the experienced personnel thus drawn imparted training to new entrants, who were not given any special allowance on completion of training; in these circumstances, the payment of the special allowance is justified, reasonable and bonafide and not arbitrary; there are only 32 employees in receipt of special allowance and not 83 as set out in the

Union's claim statement; the payment is also not discriminatory; and hence the claim made by the Union be rejected.

No reply was filed by the Union.

The following issues were raised and set down for decision:

#### ISSUES

1. Whether the reference made by the Government of Goa, Daman and Diu, is valid and tenable in law?
2. Whether the reference made by the said Government is as a result of non-application of mind rendering it bad in law?
3. Whether the reference is tenable in view of settlement dated 30-4-74 read with settlement dated 12-11-73?
4. Whether the Union is precluded from agitating the demand for special allowance in view of the settlement between the parties dated 30-4-74 read with the settlement dated 12-11-73 and the report of the Expert nominated under the said settlement dated 30-4-74?
5. Whether the action of M/s. Zuari Agro Chemicals Ltd., Sancoale, Goa in paying special allowance only to master technicians and certain other workmen totalling 32 as set out in annexure "O" is discriminatory and arbitrary?
6. Whether the payment of special allowance to 32 employees as mentioned in annexure "O" has adversely affected the interest of other employees who are not in receipt of the same?
7. Whether special circumstances under which special allowance came to be paid to some of the employees apply to the rest of the employees, thereby justifying payment of special allowance. If so, what should be the special allowance?

The finding recorded are as under:

1. Yes; (2), (3) & (4) No.;
5. Discriminatory;
6. Yes;
7. As below.

#### REASONS

Once a conciliation is initiated in an industrial dispute and is followed by a failure report, it is the function of the Government to consider the question and decide as to whether or not a reference should be made. If the decision is to make a reference, a reference is made for adjudication. The act of referring is thus a function of the Government and it would therefore be appropriate to presume that a reference of an industrial dispute for adjudication is tenable and valid. Of course the presumption could be rebutted by proof of circumstances rendering a reference invalid and hence untenable.

Non application of mind and cautious application of mind to the problem on the part of the Government have been urged as affecting the legality of the reference. These are not grounds that could be entertained by an adjudicating authority like a Tribunal. The Government is not party in the proceedings of adjudication. Therefore, the Government's side of the case would not be there before the said authority or the Tribunal for its consideration. Therefore, it would not be proper to come to any conclusion on that matter. It is appropriately a matter for judicial review and this Tribunal is not the proper forum for hearing and deciding the matter.

It is to be noticed that the question of the special allowance was not one of matters set out in the charter of demands. The settlements also contain no reference to the special allowance. The special allowance as contended by the Union, is being paid only to a few of the employees without any rational basis. The payment of special allowance to some of the employees is conceded by the management which has sought to justify it on the ground of special reasons and considerations. Whether those reasons are available and whether they justify the special allowance to some of the employees is a matter which takes one into the merits of the case. The reference cannot be held to be bad because of the settlements.

Therefore, issues Nos. 1 is held in the affirmative and Nos. 2 to 4 are held in the negative.

Though originally the Union claimed that as many as 83 employees were being paid special allowance, subsequently by a memo of clarification the Union listed 37 employees in all as receiving special allowance. This has been referred to here-in above already. The company has produced 33 letters of appointments indicating the persons to whom special allowance is being paid. In annexure "O" to the written statement the company has given 32 names as falling in the category. Exh. M2 gives the relevant abstract and analysis of those in receipt of the special allowance but contains 33 names. It can be taken that there are 33 workmen who are in receipt of the special allowance as Exh. M2 has been proved to have been compiled on the basis of the records available in the office of the company by MW1 D B Tawte who is the Senior Personnel Assistant. NW1 D. B. Tawte stated that in the matter of placements there were no written instructions to him by the Superior in respect of Sr. Nos. 14, 16, 17 & 32 in Exh. M2 that the Technical Director had given written instructions in regard to the placements of Sr. Nos. 30 and 31 while the instructions from the production manager were followed in respect of Sr. Nos. 10, 19 and 26; the Personnel Officer gave written instructions in regard to Sr. No. 11; the Manager, Materials and Administration gave written instructions in regard to Sr. Nos. 2 and 8; the other placements were made by the witness according to the written instructions of the President of the company. In cross examination, the witness stated that he had no personal knowledge regarding appointments made prior to 1971 i.e. before he joined the service of the company. He also stated that none of the 33 employees went through any training programme after being appointed by the company; he did not know if the 33 employees had sent applications for appointment to the company; and he did not know if any trade tests were taken by these employees and he did not know if any merit rating had been done in respect of these employees and Exh. M1 does not contain any information on the point of merit rating; nor is there anything to show that any of these employees had been asked to resign their formal jobs and join the company's service forthwith; he could not also say whether the contents of the form filled in by these had been verified; he did not know if there was any difference between the craftsmen I & II getting special allowance and those not getting it; the cook at Sr. No. 33 is from Goa Territory and had worked as domestic cook and the witness did not know if Sr. No. 33 had made an application for appointment; Sr. No. 33 is not in the Muster Roll of the factory workmen; and he is the only cook in the Company's employ; Sr. No. 27 S. S. Gill is the only Regger Yard Gang leader in service; Exh. M2 relates to employees technical and non-technical, who get special allowance; what bonus the various persons set out in Exh. M2 were getting in their former employment is not noted in Exh. M1; special allowance was being paid for the reasons set out in the various appointment letters and not for any other reasons and that he had no authority to fix the salary of any of the employees on his own responsibility.

MW2 stated that when he joined the Company in August, 1971 as Production Manager, the plant construction was progressing to almost completion and there was no production as the plant operation had not begun: the first plant i.e. of the utilities was commissioned towards the end of 1972; the Ammonia plant as also the first commercial production of ureas were started in May, 1973: all the plants came under production scheme by March, 1975: initially he was involved in planning the required manpower, training of personnel and arrangements for all operating materials and checking out the plant installation: in planning the manpower, he had to bear in mind the technical need for the particular plant, advisory recommendations of the Prime Contractors M/s. Toyo Engg. Corporation, Japan, the philosophy of the company and the final policy decided by the then Vice President and operations and Engineering: he was often consulted by the V. P. and O & E about manning of the man-power though the final decision rested with the V. P. and O & E and he was partly associated with the recruitment of the technical personnel: broadly the policy as to the quantum quality and the timing of the required technical personnel was thus: the need was for about 200 technicians in all: to achieve this objective the idea was to take in the maximum possible number of fresh men from Colleges and Polytechnics and to draw the minimum number of trained personnel from similar fertiliser, chemical and allied industries; this latter was necessary for putting a big modern complex into safe and efficient operation: while taking the personnel the maximum possible number should be of



Goa origin: when experience, previous training and expertise were needed the best available person was booked for and in the case of freshmen, they were from Goa region except in a few instances: two or more other fertiliser complex were then coming up and hence there were special conditions prevailing in respect of availability of man power and there were only a few good units in operation: hence a policy was adopted under which after a careful scrutiny of the background, experience and expertise, the personal knowledge of the Senior Technical Executive who had joined the company should be utilised in recruiting the trained men and the said executives were to contact the needed people in their former organisations and such of the trained men who were willing to change to the company were to be interviewed: Sr. Nos. 1 to 31 in Exh. M2 possessed the necessary technical experience and Sr. No. 15 worked in the unit of the witness in his former employment; a team of junior executive and V.P. and O.E interviewed; the trained men had been getting a high salary, and had monetary and other benefits like bonus, gratuity etc. and hence started bargaining to secure their monetary benefits for change over to the company; in these circumstances the total salary was fixed at the minimum arrived at during the negotiations without upsetting the basic salary scale; fixing them at a high place in the wage scale was rejected as they would the maximum early and would stagnate, which would be counter productive from the point of view of efficiency; this was achieved by providing for a special element in the pay packets of the trained persons and this was the special allowance which was both compulsive and necessary: the freshmen were put through a phased training and job introduction programme for 18 months in the course of which they were sent to outside concerns for practical training and thereafter they were brought on the time-scale appropriate to their classifications; they worked in initial stages under the supervision of the Foremen and the Senior Technicians who acted as guides to these freshmen.

In cross examination MW2 admitted that on the application form of Sr. No. 24 there was a reference to him but not on any others; he admitted also that the duties of craftsmen I interse would be the same as also the duties of the Craftsmen II and Master Technicians in their respective classes. The minimum guaranteed production as per the construction contract was achieved by the beginning of 1974. He denied that the contractor had his own operators till the minimum guaranteed production was given as the contractor had only a skeleton operating personnel, whose numbers the witness could not give off-hand.

MW3 produced the printed copy of the balance sheet of the Company for the year 1974-75 (Exh. M3) and also a tabular statement of the financial position of the company for 8 years including 1974-75. He stated that the loss suffered by the company is of the order of Rs. 409.07 lakhs.

The cross examination was directed to show that the witness knew nothing in regard to the appointments etc. made prior to 31-12-74 as he joined the company in October, 1975. After joining he has issued 2 or 3 appointment letters after the selection committee had made the selection.

MW4 is the Personnel Manager since 1-12-1972 and took part in the selection interview in regard to Sr. Nos. 28, 29, 30, 31 and 33. Sr. No. 32 joined service in 1973 and not in 1972 as typed in Exh. M2. He had oral instructions as to the type of person to whom special allowance was to be given but not about the quantum; he had worked out the breakup of total emoluments payable after understanding the scheme and the special allowance recommended by him had to be approved; the rate of special allowance depended on individual bargaining with the candidate and in offering the special allowance the considerations that prevailed were to see that in fitting him in company grades, the candidate did not get much below what he used to draw elsewhere and he had the necessary experience and expertise the company wanted for particular job: the type of people needed were those with past experience preferably in fertiliser or chemical plants with the necessary expertise: the witness also stated that it had been decided that the wage structure for different categories was not to be altered.

In cross examination he stated that he had no knowledge about interview held before 1-12-1972 and also about the persons in Exh. M2 other than Sr. Nos. 28 to 31 and 33 and that even in the case of the latter five the conditions have been set out in the letters of appointments. The witness also stated that one of the reasons for granting special allowance was that the workman must not draw as wages

and salary something less than what he had been drawing before unless he volunteered to accept the lower wages. The Vice President told the witness that the objective could be served by offering special allowance instead of advance or accelerated increments in the existing pay scales.

The Union examined two witnesses, both of whom are persons in receipt of special allowance. WW1 is Sr. No. 28 in Exh. M2. He stated that he had given details of his past experience and employment and he had also indicated his preference for the type of work and expected salary in his application for appointment and that he was interviewed once by two persons jointly and individually by three persons one of whom was MW4; Exh. W1 is his letter of appointment as Master Technician and he had been getting special allowance of Rs. 200/- per month; in the Maintenance department there were 6 or 7 Master Technicians and he did not know if any of the others did not get special allowance; the duties for all of them in the department is more or less the same; Electrical and Instrument Sections in the Maintenance Dept. have also Master-Technicians but the witness could not say how many.

In cross examination he stated that his colleagues in the Dept. were those at Sr. Nos. 8, 15, 16, 21, 22 & 31 and the last one joined the service after him while the others had already joined when he himself joined the Co.; the witness had to give up his job ex-India and return to Goa due to domestic and personal reasons and on return to Goa was unemployed from June 1972 to January 1973 and for this reason he was ready to accept Rs. 1000/-; he was not aware of the pay scales of Master Technicians and D.A. rates and other fringe benefits available to an employee; during the interview he informed the interviewing officer that he expected about Rs. 1000/- per month in all; in the first month he received about Rs. 750/- as the special allowance is paid once in six months; and that he had been an Executive Committee member of the Union for 2½ years and could not say if he had any grievance regarding the special allowance that is being paid to him.

WW2 is Sr. No. 2 of Exh. M2. He is a Master Technician in Instrument Section which has another Master Technician and three Senior Technicians, who have one and the same duty and the pay scales are common to these categories as also to Master Technicians in the other sections of the Maintenance department; the other Master Technicians and one Senior Technician by name Sharma get special allowance while the witness did not know about the other Senior Technicians. Sr. Technician J. B. D'Souza and B. Gavde did not get any special allowance at all; there were four Engineering Asstts. in the section and these were designated as Senior Technicians until about two years ago; these four also did not get any special allowance.

In cross examination the witness stated that the Master Technicians were on a higher wage than Senior Technicians till September, 1973; that B. G. Naik was not in service when the witness joined service of the Company; he did not know if special allowance was given only to the Master Technicians who joined service as such between 1972 and middle of 1973; he did not know when the persons not getting special allowance joined the company; he had sent an application on plain paper and he was then called for interview and three persons interviewed him separately and during the interview there was a talk about his salary expectations; he did not know the particulars of wage scale and allowances for Master Technicians at that time; he had indicated the total salary he expected in his application form and that during the interview he was told that his total salary would be less than Rs. 850/- per month and he had agreed.

It is evident that there are 6 craftsmen I, 4 craftsmen II, 18 Master Technicians, 2 Senior Technicians, 1 Rigger Yard Loader and one Accounts Assistant (DPE opr.) and 1 Cook who are according to Exh. M2, in receipt of special allowance. That being so, the break up which the Union furnished and which totals to 37 can be rejected because no evidence is there to support the case that 37 persons get special allowance.

Among Craftsmen I, Sr. No. 20 has basic salary of Rs. 233/- and special allowance of Rs. 145/- and he had 8 years previous experience; Sr. No. 11 has a basic salary of Rs. 223/- and a special allowance of Rs. 130/- and had a previous experience of 6½ years: Sr. Nos. 17, 5, 1 and 25 have a basic salary of Rs. 213/- and special allowance of Rs. 75, 100/-, 75/- and 50/- with previous experience of 6½, 6, 4 and 3½ years respectively. It can be gathered that

in the matter of previous emoluments, Sr. No. 20 was getting the highest figure by way of salary and Sr. No. 25 the lowest.

Among Craftsmen II, Sr. Nos. 7 and 9 have a basic salary of Rs. 180/- and special allowance of 180/- and 105/- with previous experience of 7 and 3½ years respectively. Their previous emoluments were Rs. 420/- and 416/- respectively. Sr. Nos. 13 and 14 with 9½ years and 16 years of experience have a basic salary of 165/- and 158/- and special allowance of Rs. 100/- each while their previous emoluments were 325/- and 530/- respectively.

Among Master Technicians Sr. No. 3 has a basic salary of Rs. 295/- and special allowance of Rs. 75/- with 5½ years experience and Rs. 447/- as previous emoluments; Sr. No. 29 has a basic salary of Rs. 355/- and special allowance of Rs. 90/- with previous experience of 6 years and Rs. 500/- as previous emoluments; Sr. Nos. 2 and 10 have a basic salary of Rs. 335/- each and Sr. No. 6 has a basic salary of Rs. 395/- and all of them have a special allowance of Rs. 100/- with experience and previous emoluments of respectively 4½ years and Rs. 650/-, 3½ years and Rs. 470/- and 8 years and Rs. 447/-; Sr. No. 19 has a basic salary of Rs. 355/- and special allowance of Rs. 100/- with experience of 4 years and past emoluments of Rs. 530/-; Sr. No. 16 has a basic salary of Rs. 375/- and special allowance of Rs. 120/- with 8 years of experience and previous emoluments of Rs. 537/-; Sr. Nos. 4 and 8 have a basic salary of Rs. 395/- and special allowance of Rs. 125/- with experience of 9 and 7 years and past emoluments of Rs. 650/- and 655/- respectively; Sr. Nos. 26 and 24 have respectively a basic salary of Rs. 425/- and Rs. 455/- with special allowance of Rs. 125/- each with experience of 9½ years and 11 years and previous emoluments of 2600 and 3000 in Zambia; Sr. No. 21 and 22 have a basic salary of Rs. 515/- and special allowance of Rs. 130/- with experience of 14 and 12 years and previous emoluments of Rs. 700/- and Rs. 620/- respectively; Sr. No. 15 has a basic salary of Rs. 485/- and special allowance of Rs. 150/- with experience of 13½ years and previous emoluments of Rs. 990/-; Sr. No. 31 has a basic wage of Rs. 275/- and special allowance of Rs. 185/- with experience of 12 years and past emoluments of Rs. 450/-; Sr. No. 30 has a basic salary of Rs. 395/- and special allowance of Rs. 195/- with 14½ years experience and past emoluments of Rs. 600/-; Sr. No. 18 has a basic salary of Rs. 395/- and special allowance of Rs. 700/- with 8 years experience and previous emoluments of Rs. 535/- while Sr. No. 28 has a basic salary of Rs. 425/- and special allowance of Rs. 200/- with 8 years experience and previous emoluments of 3250 in Zambia.

The two Senior Technicians at Sr. Nos. 12 and 23 have a basic salary of Rs. 310/- and special allowance of Rs. 50 and Rs. 75/- respectively with experience of 7 and 9 years and previous emoluments of Rs. 500/- and Rs. 310+D.A. respectively. Sr. No. 27 Rigger Yard Gangbaser has a basic salary of Rs. 85/- and special allowance of Rs. 32 with 6 years experience and past emoluments of Rs. 370/-.

Sr. No. 32 Accounts Asstt. (DPE Opr.) has a basic salary of Rs. 250/- and special allowance of Rs. 75/- with 3 years experience and previous emoluments of Rs. 350/-.

Sr. No. 33 the cook has a basic salary of Rs. 20/- special allowance of Rs. 90/- with 10 years experience and previous emoluments of Rs. 285/-.

All the above people except the cook were entitled in their previous emolument to bonus also.

It can be noticed from Exh. M2 and the respective appointment order in the case of each of the 33 persons in receipt of special allowance that they have each been given some increments in the pay scale applicable to them while fixing them at their basic salary. But the increments included in fixing the basic wage have no bearing on the past experience in every case. Thus for example Sr. No. 14 of Exh. M2, a Craftsman II who has been given 4 increments, has 16 years of past experience and was receiving the highest of emoluments in his previous employment in comparison with the other three craftsmen II i.e. Sr. Nos. 7, 9, and 13. Yet his total emoluments with the 2nd party company is the lowest when compared with those of the other three craftsmen II. The fact that Sr. No. 14 agreed to accept a lower basic salary and also a lower figure of total emoluments lends support to the company's case that these were fixed on the basis of individual negotiations. Some of them might have welcomed a change of place and set up and hence agreed to a lower figure of total emoluments and basic salary. Some

might have had the motivation to be associated with a new factory that is being set up.

This special allowance according to the appointment letters is liable to be stopped/reduced as and when the company adopts the bonus on productive incentive scheme. In other words, it is not of a permanent nature. As to why the incumbents were not fixed at a still higher basic salary MW2 has explained that the incumbents would reach the maximum in the pay scales and then stagnate and lose interest in the work they were doing. It is really laudable that the company thought of maintaining the salary scale at all costs. But in devising the scheme of special allowance rather than a higher basic salary, the company overlooked the psychological aspect of the matter. A scheme providing a suitable stagnation allowance would have been better because it would be general in its operation as every employee reaching the maximum and stagnating could hope to get the stagnation allowance unless he had been found suitable for getting on to a higher category of job content and salary scale. No exception could be taken to such a scheme of things. But in initiating a scheme of special allowance for certain categories of employees a constant irritant was set up. This is all the more so because the reasons for the special allowance are left unsaid in the letters of appointment. Further it is pertinent to observe that the special allowance is linked up with bonus or productive incentive scheme, on the enforcement of which scheme the allowance is to stop or get reduced.

As the terms of the appointment letters stand, the special allowance except in the case of the Cook at Sr. No. 33 in Exh. M2 are to continue till the introduction of the scheme of bonus as productive incentives. It is this aspect which introduces an element of discrimination. The employees at Sr. No. 1 to 23, 25, 27 and 29 to 32 in Exh. 32 were in their previous employment entitled to bonus. Sr. No. 24, 26 and 28 were working in Zambia.

The cook at Sr. No. 33 is in a separate category. Para 4 of his appointment letter dated 3-7-1973 runs thus "In consideration of nature of the work to be performed by you which includes cooking/catering/cleaning/washing of utensils, etc. and in view of overtime payment and meals, tea etc. you will be paid a special allowance of Rs. 90/- per month. You will not be supplied with meals, tea, etc."

There are therefore valid reasons for the special allowance given to the cook. There is no wonder that it has not been linked up with the bonus of production incentive scheme. But in regard to the others, however, the question arises as to whether the special allowance is not discriminatory. Whatever might have been the situation when the plant was being erected and there were new recruits who had to be put through an incentive training scheme, the situation gets materially altered when the new recruits cease to be new recruits once they complete their training and gather experience by personal contact with the working of the plant. As experience of 2½ years as in the case of Sr. No. 9 a Craftsman II in Exh. M2 has been accepted by the company as entitling the incumbent to a special allowance. Would not the other employees be justified in feeling sore once they have gathered, say, three years experience and find that a special allowance is being given to some only among them? They could be expected to realise that even though they have gathered enough experience, their experience counts for nothing in so far as the eligibility for the special allowance is concerned. There would be justification for feeling sore. It is in this view that this Tribunal is inclined to accept the Union's contention that the special allowance is discriminatory. Had the special allowance been planned for continuance until the plant came under full operation, or for some definite length of time, say two or three years, the special allowance could have been explained rationally. It must not be forgotten that the 32 persons initially have been given some increments in the scales they have been fitted in.

The argument that the subsequent revision of pay scales which has been accepted and implemented would be upset if the present demand of the Union is accepted has no merit because the scheme of special allowance as conceived is of a temporary duration.

In the view of this Tribunal, the special allowance partakes of the features of both special consideration and bonus element for attracting the requisite personnel and this latter element renders it discriminatory in so far as the employees who do not get it are concerned.

Bearing in mind the facts that those not in receipt of special allowance have been trained at the Company's cost



and were confirmed in various categories on completion of their training and then their claim to experience is by working with the company, it does not seem fair to place them as par with those who get special allowance, which in the view of this Tribunal has both the elements of special considerations and bonus. Therefore the minimum special allowance which the company is paying is considered as a fair and reasonable quantum. The minimum is Rs. 32/- per month as can be gathered from Exh. M2. This shall be applicable to all those who are not in receipt of special allowance and will be subject to the same terms and conditions as those that go with the special allowance. It will cease/vary on the introduction of the scheme of bonus or production incentive.

In view of the facts that the wages have been restructured and accepted and implemented, the Tribunal regards this dispute as based primarily on principle and as the company has not been so far able to declare a bonus, the date from which the special allowance now held as payable to all those not in receipt of special allowance is made operative with effect from 1-10-77. It shall be payable in April and October each year. The payment in respect of the year 1-10-77 to 30-9-78 shall be made in two instalments payable in April 1979 and in October, 1979.

The following award is made.

#### AWARD

The employees who have been in continuous service of the company for three years and more as on 1-10-77 and not in receipt of special allowance are held entitled to get Rs. 32/- per month each from 1-10-77. Those who have been in service for less than three years on the said date, shall be entitled to the allowance on completion of three years of continuous service of the company. The special allowance under this award for the year 1-10-77 to 30-9-78 shall be paid in two instalments, payable in April and October, 1979, along with the payments for the year 1-10-78 to 30-9-78. The subsequent payments shall also be made in April & October every year.

The special allowance is liable to cease/vary on the introduction of bonus and or production incentive.

Dated: 22-1-79  
Place: Panaji.

R. V. KOLLALI  
Presiding Officer.

#### Notification

No. 1/68/78-LAB/S&E

In exercise of the powers conferred by sub-section (4) of Section 61 of the Goa, Daman and Diu Shops and Establishments Act, 1973 (Act 13 of 1974) the Government of Goa, Daman and Diu hereby exempts all establishments dealing with cooking gas from the operation of the provisions with respect to closure of shops (for a period of one hour) on weekly holidays and other holidays in terms of section 3 and 24 of the said Act.

By order and in the name of the Administrator of Goa, Daman and Diu.

G. M. Sardesai, Under Secretary, Industries and Labour.

Panaji, 9th February, 1979.

#### Law Department (Establishment)

#### Notification

No. LD/Apptt/P.P./78

In exercise of the powers conferred by sub-section (2) of section 24 of Criminal Procedure Code, 1973, the Lt. Governor of Goa, Daman and Diu hereby appoints Shri U. S. Kolwalkar, Advocate as Public Prosecutor for the District of Goa with immediate effect.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

K. C. D. Gangwani, Law Secretary.

Panaji, 17th February, 1979.